

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE THIRD DAY OF MARCH
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

WRIT PETITION NO : 3279 of 2005

Between:

K.Bali Reddy, S/o.K.Lakshmi Reddy,
R/o.28/458, Noonepalli, Nandyal, Kurnool District.

..... PETITIONER

AND

- 1 The Joint Collector, Kurnool Ex-office Executive Director,
Civil Supplies Corporation Ltd., A.P.
- 2 The A.P.Civil Supplies Corporation Limited, rep.by its Managing
Director, Somajiguda, Hyderabad.
- 3 Prasad Reddy, Gumparamanudinne, Nandyal, Kurnool District.

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue a writ order or direction more particularly one in the nature of writ of Mandamus declaring the action of the 1st respondent in not conducting the fair negotiations permanent to the tender Notification dt.04-02-2005 in respect of item No.5 i.e., Nandyal, stock point as arbitrary, illegal, malafide violation of Art.14 and 19.

Counsel for the Petitioner: MR.KASAJAGANMOHAN REDDY

Counsel for Respondents 1 and 2: GP FOR CIVIL SUPPLIES

Counsel for Respondent No.3: Sri A.Jayashanker Reddy

The Court at the stage of admission made the following ORDER:

The petitioner, the third respondent and twelve others submitted the tenders in response to a tender notice dated 04-02-2005 for the purpose of transporting the essential commodities from mandal level supply point to the fair price shops. The tenders were opened on 18-02-2005. After noticing various rates quoted by the tenderers, the first respondent had undertaken negotiations with the tenderers. The petitioner, the third respondent and others participated in it. The grievance of the petitioner is that the first respondent concluded the matter by conducting only one round of negotiation. He states that he was willing to make further revision of rates, if the next round of negotiation was undertaken, but the first respondent did not agree for the same. He seeks appropriate directions in this regard.

Heard the learned counsel for the petitioner, the learned Government Pleader for Civil Supplies and the learned counsel appearing for the third respondent.

From the material placed before this Court, it is evident that the average rate for transporting a quintal of essential commodities for the previous term was Rs.6.79 ps., As against this, the petitioner quoted a sum of Rs.4.20 ps., per quintal up to 8.00 k.m. and at 0.25 ps., per quintal over and above 8.00 k.m., The corresponding rates quoted by the third respondent are Rs.4.90 ps. and 0.20 ps. During the course of negotiations, it emerged that the petitioner offered to transport the essential commodities at Rs.4.65 ps. up to 8.00 km. and at 0.10 ps. per k.m. over and above 8.00 k.m. In contrast, the third respondent offered the respective figures at Rs.3.69

ps. and 0.14 ps. The first respondent has worked out the average of the transport cost on the basis of the rates offered by the petitioner and the third respondent. The average rate offered by the petitioner worked out to Rs.5.69 ps. whereas the one offered by the third respondent came to Rs.5.15 ps. It was in this context, that the first respondent accepted the offer of the third respondent and finalized the contract.

The grievance of the petitioner as regards undertaking further negotiations would certainly have been entertained by this Court, had it been a case where the rates quoted by the third respondent during the course of negotiation was un-economical or more than the one, that prevailed in the previous year. As indicated above, for the previous year, the average rate was Rs.6.79 ps. per quintal, whereas the one offered by the third respondent was Rs.5.15 ps. In this view of the matter, the decision of the first respondent in accepting the offer of the third respondent cannot be said to be arbitrary or illegal. This Court is not inclined to interfere in the matter.

The writ petition is accordingly dismissed. There shall be no order as to costs.

03-03-2005

kdl

To

- 1 The Joint Collector, Kurnool Ex-office Executive Director,
Civil Supplies Corporation Ltd., A.P.
- 2 The Managing Director, A.P.Civil Supplies Corporation Limited, Managing
Director, Somajiguda, Hyderabad.
- 3 Two C.Cs. to the Government Pleader for Civil Supplies, High
Court of A.P., Hyderabad, (OUT).
- 4 Two C.D. Copies.

